Health, Housing & Human Services
CLACKAMAS COUNTY

COPY

Richard Swift
Director

4

October 1, 2015

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Agency Service Agreement with Lifeworks, NW for
Assertive Community Treatment Programs

Purpose/Outcomes	To provide non-fidelity Assertive Community Treatment programs (ACT) to Clackamas County residents who are eligible members of HealthShare, OHP
Dollar Amount and Fiscal Impact	The contract maximum is $750,000.000
Funding Source	Oregon Health Authority - no County General Funds are involved.
Safety Impact	None
Duration	Effective July 1, 2015 and terminates on June 30, 2016
Previous Board Action	This is the renewal of contract #6775. The previous agreement was approved by the Board of County Commissioners on June 26, 2014 - agenda item 062614-4A25
Contact Person	Mary Rumbaugh, Interim Director – Behavioral Health Division – 503-742-5305
Contract No.	7220

BACKGROUND:
The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of an Agency Service Agreement with Lifeworks NW for providing non-fidelity Assertive Community Treatment programs (ACT) to residents who are eligible members of HealthShare, OHP. The Behavioral Health Division has partnered with Lifeworks NW for behavioral health services since 2005.

The contract is effective July 1, 2015 and continues through June 30, 2016. Counsel has reviewed and approved this agreement as part of the H3S contract standardization project.

RECOMMENDATION:
Staff recommends the Board approval of this contract and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

JC for RS
Richard Swift, Director

AGENCY SERVICE CONTRACT

Contract # 7220

This Agency Service Contract is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY," and **LIFEWORKS NW**, hereinafter called "AGENCY." Throughout this contract and all exhibits, the term "DEPARTMENT" shall refer to and mean the State of Oregon, Oregon Health Authority.

CONTRACT

1.0 Engagement

COUNTY hereby engages AGENCY to provide Non-fidelity Assertive Community Treatment (ACT) programs as described in Exhibit C, Scope of Work, attached hereto and incorporated herein.

2.0 Term

Services provided under the terms of this contract shall commence on **July 1, 2015** and shall terminate **June 30, 2016** unless terminated by one or both parties as provided for in paragraph 6.0 below.

3.0 Compensation and Fiscal Records

3.1 Compensation. COUNTY shall compensate AGENCY as specified in Exhibit C, Compensation. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage, and incidentals necessary to perform the work and services.

3.2 Withholding of Contract Payments. Notwithstanding any other payment provision of this contract, should AGENCY fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until AGENCY submits required reports, performs required services, or establishes to COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of AGENCY.

3.3 Financial Records. AGENCY and its subcontractors shall maintain complete and legible financial records pertaining in whole or in part to this contract. Such records shall be maintained in accordance with Generally Accepted Accounting Principles and/or other applicable accounting guidelines. Financial records and supporting documents shall be retained for at least six (6) years or such period as may be required by applicable law, following final payment is made under this agreement or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to AGENCY were in excess of the amount to which AGENCY was entitled, AGENCY shall repay the amount of the excess to COUNTY.

3.4 Access to Records and Facilities. COUNTY, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of AGENCY that are directly related to this contract, the funds paid to AGENCY hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, and transcripts. In addition, AGENCY shall permit authorized representatives of COUNTY and DEPARTMENT to perform site reviews of all services delivered by AGENCY hereunder.

3.4.1 AGENCY shall maintain up-to-date accounting records that accurately reflect all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with Generally Accepted Accounting Principles and Oregon Administrative Rules. AGENCY shall make reports and fiscal data generated under and for this agreement available to COUNTY upon request.

3.4.2 COUNTY conduct a fiscal compliance review of AGENCY as part of compliance monitoring of this agreement. AGENCY agrees to provide, upon reasonable notice, access to all financial books, documents, papers and records of AGENCY which are pertinent to this agreement to ensure appropriate expenditure of funds under this agreement. COUNTY shall monitor compliance with COUNTY's financial reporting and accounting requirements.

3.4.3 AGENCY may be subject to audit requirements. AGENCY agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirement outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct), the Oregon State Board of Accountancy, the independence rules contained within Governmental Auditing Standards (1994 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over AGENCY.

3.4.4 AGENCY shall establish and maintain systematic written procedures to assure timely and appropriate resolution of review or audit findings and recommendations. AGENCY shall make such procedures and documentation of resolution of audit findings available to COUNTY upon request.

4.0 Manner of Performance

4.1 Compliance with Applicable Laws and Regulations and Special Federal Requirements. AGENCY shall comply with all Federal, State, local laws, rules, and regulations applicable to the work to be performed under this contract, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, and as listed in Exhibit B, paragraph 9. Compliance with Applicable Law, attached hereto and incorporated herein by this reference. AGENCY shall comply with Oregon Administrative Rule (OAR) 410-120-1380, which establishes the requirements for compliance with Section 4751 of Omnibus Budget Reconciliation Act (OBRA) 1991 and ORS 127-649, Patient Self-Determination Act.

4.2 Precedence. A requirement listed both in the main boilerplate of this contract and in an exhibit, the exhibit shall take precedence.

4.3 Subcontracts. AGENCY shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from COUNTY.

4.4 Independent Contractor. AGENCY certifies that it is an independent contractor and not an employee or agent of COUNTY, State, or Federal Government as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of AGENCY.

5.0 General Conditions

5.1 Indemnification. AGENCY agrees to indemnify, save, hold harmless, and defend COUNTY, its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of actions, suits, claims or demand attributable in whole or in part to the acts or omissions of AGENCY, and AGENCY's officers, agents, and employees, in performance of this contract.

AGENCY shall defend, save, hold harmless and indemnify the State of Oregon, AMH and their officers, agents and employees from and against all claims, suits, actions, damages, liabilities, costs and expenses of whatsoever nature resulting from, arising out of, or relating to the activities or omissions of AGENCY, or its agents or employees under this contract.

If AGENCY is a public body, AGENCY's liability under this contract is subject to the limitations of the Oregon Tort Claims Act.

5.2 Insurance. During the term of this agreement, AGENCY shall maintain in force, at its own expense, each insurance noted below:

5.2.1 Commercial General Liability

☒ Required by COUNTY ☐ Not required by COUNTY

AGENCY shall obtain, at AGENCY's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than $1,000,000 per occurrence/$3,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute it.

5.2.2 Commercial Automobile Liability

☒ Required by COUNTY ☐ Not required by COUNTY

AGENCY shall also obtain at AGENCY's expense, and keep in effect during the term of the Agreement, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than $2,000,000.

5.2.3 Professional Liability

☒ Required by COUNTY ☐ Not required by COUNTY

AGENCY agrees to furnish COUNTY evidence of professional liability insurance in the amount of not less than $1,000,000 combined single limit per occurrence/$3,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.

5.2.4 Tail Coverage. If liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of thirty-six (36) months or the maximum time period the AGENCY's insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this contract.

5.2.5 Additional Insured Provisions. The insurance, other than the professional liability insurance, Workers' Compensation, and Personal Automobile Liability insurance, shall include "Clackamas County, its commissioners, agents, officers, and employees" as an additional insured.

5.2.6 Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.

5.2.7 Insurance Carrier Rating. Coverages provided by AGENCY must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

5.2.8 Certificates of Insurance. As evidence of the insurance coverage required by this contract, AGENCY shall furnish a Certificate of Insurance to COUNTY. No contract shall be in effect until the required certificates have been received, approved and accepted by COUNTY. The certificate will specify that all

insurance-related provisions within this contract have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

5.2.9 Primary Coverage Clarification. AGENCY's coverage will be primary in the event of a loss.

5.2,10 Cross Liability Clause. A cross-liability or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by this contract.

5.3 Governing Law; Consent to Jurisdiction. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between COUNTY and AGENCY that arises out of or relates to performance under this agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, State of Oregon. Provided, however, that if any such claim, action or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. AGENCY by execution of this agreement consents to the in personal jurisdiction of said courts.

5.4 Amendments. The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by AGENCY and COUNTY.

5.5 Severability. If any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

5.6 Waiver. The failure of either party to enforce any provision of this contract shall not constitute a waiver of that or any other provision.

5.7 Future Support. COUNTY makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this contract.

5.8 Oregon Constitutional Limitations. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provision herein, which would conflict with such law, is deemed inoperative to that extent.

5.9 Oregon Public Contracting Requirements. Pursuant to the requirements of ORS 279B.020 and ORS 279B.220 through 279B.235 the following terms and conditions are made a part of this contract:

5.9.1 AGENCY shall:

a. Make payments promptly, as due, to all persons supplying to AGENCY labor or materials for the prosecution of the work provided for in this contract.

b. Pay all contributions or amounts due the Industrial Accident Fund from such agency or subcontractor incurred in performance of this contract.

c. Not permit any lien or claim to be filed or prosecuted against COUNTY on account of any labor or material furnished.

d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

5.9.2 If AGENCY fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to AGENCY or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing COUNTY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due AGENCY by reason of this contract.

5.9.3 No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay:

a. for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work weeks five consecutive days, Monday through Friday;

b. for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

c. for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

5.9.4 AGENCY shall pay employees at least time and a half for all overtime work performed under this agreement in excess of 40 hours in any one week, except for individuals under person services contracts who are excluded under ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S,C. 201 to 209) from receiving overtime.

5.9.5 As required by ORS 279B.230, AGENCY shall promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of AGENCY, of all sums that AGENCY agrees to pay for the services and all moneys and sums that AGENCY collected or deducted from the wages of its employees under any law, contract or agreement for the purpose of providing or paying for the services.

5.9.6 Workers' Compensation. All subject employers working under this agreement must either maintain workers' compensation insurance as required by ORS 656.017, or qualify for an exemption under ORS 656.126. AGENCY shall maintain employer's liability insurance with limits of $500,000 each accident, $500,000 disease each employee, and $500,000 each policy limit.

5.10 Ownership of Work Product. All work products of the AGENCY which result from this contract are the exclusive property of COUNTY.

5.11 Integration. This contract contains the entire agreement between COUNTY and AGENCY and supersedes all prior written or oral discussions or agreements.

5.12 Successors in Interest. The provisions of this contract shall not be binding upon or inure to the benefit of AGENCY's successors in interest without COUNTY's explicit written consent.

6.0 Termination

6.1 Termination Without Cause. This contract may be terminated by mutual consent of both parties, or by either party, upon ninety (90) days' notice, in writing or delivered by certified mail or in person.

6.2 Termination With Cause. COUNTY may terminate this contract effective upon delivery of written notice to AGENCY, or at such later date as may be established by COUNTY, under any of the following conditions:

6.2.1 Terms of the HealthShare Risk Accepting Entity Agreement are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.

6.2.2 The termination, suspension or expiration of the HealthShare Risk Accepting Entity Agreement.

6.2.3 COUNTY funding from Federal, State, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.

6.2.4 COUNTY has evidence that AGENCY has endangered or is endangering the health or safety of clients, staff or the public. AGENCY shall ensure the orderly and reasonable transfer of care in progress with consumers and shall work with COUNTY staff to accomplish the same.

6.2.5 The lapse, relinquishment, suspension, expiration, cancellation or termination of any required license, certification or qualification of AGENCY, or the lapse relinquishment, suspension, expiration, cancellation or termination of AGENCY's insurance as required in this contract.

6.2.6 AGENCY's filing for protection under United States Bankruptcy Code, the appointment of a receiver to manage AGENCY's affairs, or the judicial declaration that AGENCY is insolvent.

6.2.7 AGENCY fails to perform any of the other provisions of this contract, or fails to pursue the work of this contract in accordance with its terms, and after written notice from the COUNTY, fails to correct such failures within ten (10) business days or such longer period as COUNTY may authorize.

6.2.8 Debarment and Suspension. COUNTY shall not permit any person or entity to be an AGENCY if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. COUNTY shall require all AGENCYS with awards that exceed the simplified acquisition threshold to provide the required certification regarding their exclusion status and that of their principals prior to award.

6.3 Notice of Default. COUNTY may also issue a written notice of default (including breach of contract) to AGENCY and terminate the whole or any part of this contract if AGENCY substantially fails to perform the specific provisions of this contract. The rights and remedies of COUNTY related to default (including breach of contract) by AGENCY shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

6.4 Transition. Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

7.0 Notices

If to AGENCY:

Life Works NW
14600 NW Cornell Road
Portland, OR 97229

If to COUNTY:

Clackamas County Behavioral Health Division
Attention: Contract Administration
2051 Kaen Road, # 154
Oregon City, OR 97045

This contract consists of seven (7) sections plus the following exhibits and attachments which by this reference are incorporated herein:

Exhibit A	Definitions
Exhibit B	Scopes of Work
Exhibit C	Compensation
Exhibit D	Statement of General Conditions
Attachment 1	Invoice Template

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized officers.

LIFEWORKS NW

By: _____
Mary Monnat, CEO/President

_____
Date

14600 NW Cornell Road
Street Address

Portland, OR 97229
City/State/Zip

(503) 645-3581 (503) 684-1425
Phone / Fax

CLACKAMAS COUNTY
Commissioner: John Ludlow, Chair
Commissioner: Jim Bernard
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Tootie Smith

Signing on Behalf of the Board:

_____
Richard Swift, Director
Health, Housing and Human Services Department

_____
Date

EXHIBIT A
DEFINITIONS

Whenever used in this Agency Services Agreement, the following terms shall have the meanings set forth below:

AMH: State of Oregon, Department of Human Services, Addictions and Mental Health

AGENCY: entity contracted by COUNTY

Allowable Costs: costs described in OMB Circular A-87 except to the extent such costs are limited or excluded by other provisions of this contract

CCO: Coordinated Care Organization is an entity that has been certified as meeting the criteria adopted by the Oregon Health Authority under ORS 414.625 to be accountable for care management and to provide integrated and coordinated health care services

Community Outcome Management and Performance Accountability Support System (COMPASS): the AMH project to implement a new contracts system, roll out an optional free electronic health records systems (OWITS), and enhance the collection of data through MOTS

Contract: this Agency Services Contract between COUNTY and AGENCY for the provision of services

COUNTY: Clackamas County Behavioral Health Division

Covered Services: medically appropriate services specified in OAR 410-141-3120, "Operations and Provision of Health Services" and limited in accordance with OAR 410-141-3420, "Billing and Payment" for OHP Members. The term "Covered Services" may be expanded, limited, or otherwise changed pursuant to the Clackamas County Health Share of Oregon/Clackamas Participation Agreement and OARs. Covered Services may also refer to authorized services provided to uninsured, indigent clients.

DEPARTMENT: AMH contracts with COUNTY to establish and finance community mental health and addition programs; COUNTY, in turn, subcontracts certain services to AGENCY

DHS: Department of Human Services of the State of Oregon

Federal Funds: funds paid to AGENCY under this contract that are received from an agency, instrumentality or program of the Federal government of the United States

Health Share of Oregon: a Coordinated Care Organization serving Oregon Health Plan enrollees of Clackamas, Multnomah and Washington Counties.

Individual: an individual accessing publicly funded behavioral health services who is either an OHP Member or is determined eligible for services as an uninsured, indigent individual.

Mental Health Services: treatment services for individuals diagnosed with serious mental health illness, or other mental or emotional disturbance posing a danger to the health and safety of themselves or others

Medicaid: Federal funds received by OHA under the Title XIX of the Social Security Act and Children's Health Insurance Program Funds administered jointly with Title XIX funds as part of State medical assistance program by OHA

Misexpenditure: money, other than an overexpenditure disbursed to AGENCY by COUNTY under this agreement and expended by AGENCY that:

(a) is identified by the Federal government as expended contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money, for which the Federal government has requested reimbursement by the State of Oregon and whether in the form of a Federal determination of improper use of Federal funds, a Federal notice of disallowance, or otherwise; or

(b) is identified by the COUNTY, State of Oregon or OHA as expended in a manner other than that permitted by this agreement, including without limitation, any money expended by AGENCY, contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money; or

(c) is identified by the COUNTY, State of Oregon or OHA as expended on the delivery of a service that did not meet the standards and requirements of t his agreement with respect to that service

Measures and Outcomes Tracking System (MOTS): the AMH data system that stores client data submitted by AGENCY and/or COUNTY

OAR: Oregon Administrative Rules duly promulgated by the Oregon Health Authority and as amended from time to time.

OHA: the State of Oregon, acting by and through its Oregon Health Authority.

OHP Member: an individual found eligible by a division of the Oregon Department of Human Services to receive services under the OHP (Oregon Health Plan) Medicaid Demonstration Project or State Children's Health Insurance Program and who is enrolled with COUNTY as Health Share of Oregon/Clackamas.

Oregon Web Infrastructure for Treatment Services (OWITS): is 1) an optional free electronic health records system available to Counties and their Providers to submit the MOTS data, and 2) a system to manage the AMH services

Primary Source Verification: verification from the original source of a specific credential (education, training, licensure) to determine the accuracy of the qualifications of an individual health care practitioner. Examples of primary source verification include, but are not limited to, direct correspondence, telephone verification and internet verifications.

Third Party Resources: any individual, entity, or program that is, or may be, liable to pay all or part of the cost of any Covered Service furnished to an OHP Member, including but not limited to: private health insurance or group health plan; employment-related health insurance; medical support from absent parents; workers' compensation; Medicare; automobile liability insurance; other federal programs such as Veteran's Administration, Armed Forces Retirees and Dependent Act, Armed Forces Active Duty and Dependents Military Medical Benefits Act, and Medicare Parts A and B; another state's Title XIX, Title XXI or state-funded Medical Assistance Program; and personal estates.

Valid Claim: an invoice, in the form of a CMS 1500 claim form, submitted for payment of covered health services rendered to an eligible client that is submitted within the required 120 days from the date of service or discharge and that can be processed without obtaining additional information from the provider of the service or from a third party. A valid claim is synonymous with the federal definition of a clean claim as defined in 42 CFR 447.45(b).

EXHIBIT B
SCOPE OF WORK

Assertive Community Treatment (ACT)

Non-fidelity Assertive Community Treatment programs for adults ages 18 and up with diagnoses of nonorganic psychosis, bipolar or long-term depression; with severe functional impairments; who may have complicating medical conditions, co-occurring substance abuse disorders and/or a developmental disability; and who have avoided or not responded well to traditional outpatient mental health care and psychiatric rehabilitation services.

Assertive Community Treatment services is provided by an interdisciplinary team that ensures service availability 24 hours a day, 7 days per week and is prepared to carry out a full range of treatment functions wherever and whenever needed. AGENCY must have a low staff to client ratio (not to exceed 1:15) and a "whatever it takes" community-based service delivery approach. Services will be flexible, adapting to each person's changing needs and personal recovery goals. Individual are referred to the Assertive Community Treatment team when it has been determined that the individual's needs are so pervasive and/or unpredictable that they cannot be met effectively by any other combination of available community services.

Service components of a non-fidelity Assertive Community Treatment model shall include:

- Initial and on-going assessments
- Psychiatric services
- Case management
- Employment and housing assistance
- Family support and education
- Substance abuse services
- Other supports and services critical to the individual's ability to live independently in the community

To increase each individual's success in community living, the AGENCY will operate in close collaboration with families, providers of physical health care, psychiatric inpatient units, alcohol and drug treatment services, law enforcement and justice, housing, social services, shelter services, employment services and educational programs. AGENCY will ensure staff attendance and coordination with Treatment Courts for any clients enrolled in Drug Court or Mental Health Court.

AGENCY will include activities designed to: promote symptom stability and appropriate use of medication; restore personal, community living and social skills; promote and maintain physical health; establish access to entitlements, housing, work, and social opportunities; and promote and maintain the highest possible level of functioning in the community.

Measurable outcomes will be jointly negotiated between COUNTY and AGENCY at a future date.

Program Performance Measures.

At a minimum, AGENCY shall track the performance measures identified below and detailed in program instructions prepared by COUNTY and incorporated into this agreement by reference.

Program Goal	Performance Measure	Target # or %	Monthly Source
Maintain required access for routine, urgent and emergent appointments	Percent of individuals receiving routine initial appointments within 14 days of request	Target: 100%	Provider access reports Secret shopper calls Anecdotal information from clients and other partners, crisis lines
Ensure adequate and timely follow-up care for consumers after discharge from a hospital for mental illness	Percent of consumers who have an ambulatory mental health visit within seven (7) days of hospital discharge	Target: 90%	HSO Claims Data
Improve outcomes by the use of Treat to Target tools	Percent of consumers that have reached the target number of treatment sessions with positive outcomes Percent of consumers served that are evaluated using an outcomes measurement instrument.	Target: 50% Target: 50%	ACORN data or new treat to target outcome measures developed and implemented by Health Share of Oregon.

AGENCY shall participate with the COUNTY in evaluation of contracted project/service outcomes, satisfaction surveys, or performance, and to make available all information required by such evaluation process. This includes providing COUNTY with data necessary to verify consumer counts, service provision, and outcome measures.

EXHIBIT C
COMPENSATION

The estimated requirements funding for these services is subject to the limitations and requirements detailed in this agreement.

AGENCY will be paid a capacity payment for a total of 50 consumers to be served by the ACT team. Consumers will be covered by either HealthShare Clackamas, Clackamas Indigent Services, or OHP Open Card. This will replace Fee for Service payments for those services. AGENCY will be paid a total of **$725,000.00 for the period of July 1, 2015 through June 30, 2016**, less any revenue from Medicare, open card or private insurance.

COUNTY will pay AGENCY on the following basis:

AGENCY will submit an invoice with an attached list of current clients and their insurance coverage. Invoice shall include documentation of true costs, less any program revenue.

AGENCY will submit a monthly invoice by the 10th of the month for services provided the prior month. AGENCY may use invoice template provided (Attachment 1). AGENCY will reference contract # **7220** on all invoices and correspondence regarding this agreement. Invoices shall be submitted electronically to:

BHAP@co.clackamas.or.us

When submitting electronically, designate AGENCY name and contract # **7220** in the subject of the e-mail.

EXHIBIT D
STATEMENT OF GENERAL CONDITIONS

1. Interpretation and Administration of Agreement

AGENCY acknowledges that this agreement between COUNTY and AGENCY is subject to the underlying Health Share of Oregon/Clackamas Risk Accepting Entity Participation Agreement between Health Share of Oregon and COUNTY, the Health Plan Services Contract between the Oregon Health Authority and Health Share of Oregon, the Oregon Revised Statutes concerning the Oregon Health Plan, and other applicable Oregon statutes and administrative rules concerning mental health services. If AGENCY believes that any provision of this agreement or COUNTY's interpretation thereof is in conflict with Federal and State statutes or regulations, AGENCY shall notify COUNTY in writing immediately.

AGENCY agrees to provide medically necessary services within the scope of its practice and license (hereinafter referred to as "services") to individuals assessed as having an eligible mental health condition specified in the Oregon Health Plan "Prioritized List of Mental Health Conditions", can benefit from those services, and as described below when authorized by COUNTY's treatment authorization process. AGENCY shall provide services in accordance with OAR 410-141-3120 "Operations and Provision of Health Services"; OAR 410-141-3420 "Billing and Payment"; and all DHS Rules in OAR Chapter 309 and any other administrative rules to which AGENCY is subject, as such rules may be amended from time to time. These laws, rules and regulations, are incorporated by reference herein to the extent that they are applicable to this agreement and required by law to be so incorporated. Services provided under this agreement are to be within the scope of AGENCY's licenses and certification, and the licenses, certifications and training of its employed and contracted staff providing direct services.

2. General Performance Standards

COUNTY shall monitor services provided by AGENCY and has the right to require AGENCY's compliance with OHA and Health Share of Oregon established standards and other performance requirements relative to the quantity and quality of service and care, access to care, and administrative and fiscal management, and with all obligations and conditions stated in this agreement. AGENCY will notify COUNTY immediately in writing regarding issues related to access to care or any other potential violation of the conditions stated in this agreement.

a. Licenses and Certifications

By signing this agreement, AGENCY assures that all licenses and certifications required by statute or administrative rule are and will remain current and valid for all of AGENCY's employees and independent AGENCYs providing direct service and for all of AGENCY's facilities in which services are provided. AGENCY assures that it is certified under OAR 309-012-0130 – 309-012-0220 or licensed under ORS Chapter 443 by the State of Oregon to deliver specified services. AGENCY will promptly notify COUNTY of the initiation of any action against any licenses or, if applicable, against any certifications by any certifying boards or organizations as well as any changes in AGENCY's practice ownership or business address, along with any other problem or situation that may relate to the ability of AGENCY to carry out the duties and obligations of this contract.

b. Eligibility and Authorization of Services

AGENCY shall verify eligibility and enrollment of clients prior to providing and billing for service and obtain authorization for the provision of covered services as necessary and appropriate according to COUNTY policies and procedures. AGENCY shall participate in the COUNTY concurrent review process. AGENCY understands that authorization for services will be based upon this review process.

c. Quality Assurance and Utilization Review

AGENCY shall cooperate with, and participate in, COUNTY's quality assurance and utilization review programs. AGENCY shall also participate in Health Share of Oregon quality initiatives as developed. Further, AGENCY shall have a planned, systematic, and ongoing process for monitoring, evaluating and improving the quality and appropriateness of Covered Services provided to clients.

AGENCY shall work with COUNTY staff to ensure that authorized services provided by AGENCY to clients are the most appropriate and cost efficient, and least restrictive. AGENCY staff shall make records available to COUNTY staff on site upon reasonable notice for purposes of utilization review.

d. Contractual Compliance

AGENCY shall ensure that all providers and staff employed or contracted by AGENCY who provide services to clients or are otherwise engaged in activities under this agreement are fully aware of and in compliance with the terms and conditions of this agreement.

e. Provider Appeal Process

AGENCY shall have the right to appeal actions by COUNTY or decisions concerning interpretation of the Health Share of Oregon/Clackamas Risk Accepting Entity Agreement as they apply to this agreement. Appeals shall be made in writing.

Appeals related to administrative or clinical decisions and all other matters shall be made to COUNTY Administration within thirty (30) calendar days of the date of the action being appealed. A decision shall be issued within twenty-one (21) business days of receipt of the written appeal. An appeal of that decision can be made in writing to the Director of Clackamas County Behavioral Health Division within fourteen (14) business days of the date of the decision. The Director will issue a decision within twenty-one (21) business days, and that decision will be final.

3. Clinical Standards

a. Clinical Guidelines

AGENCY shall adopt clinical guidelines that inform mental health practitioners, clients, family members and advocates with evidence-based information about mental illness and appropriate treatment options. Clinical guidelines should be based on a systematic evaluation of research evidence; be designed to assist, rather than dictate, clinical decision-making; and are to be applied on a case-by-case basis. Such guidelines should provide recommendations for appropriate care based on scientific evidence and professional consensus; support for professional standards, quality improvement activities and education; and a basis for comparing current practice to evidence-based best practices. AGENCY shall make such guidelines available to COUNTY upon request.

b. Outcome Measure

AGENCY shall adopt the use of a measure of clinical outcomes that demonstrates a change in client status following an episode of treatment. The measurement tool adopted shall identify changes in symptoms, functioning, quality of life, adverse events or satisfaction. AGENCY shall make information about outcome measures used available to COUNTY upon request.

c. Coordination of Care

i) AGENCY shall develop, implement and participate in activities supportive of a continuum of care that integrates mental health, addiction and physical health interventions in ways that are seamless and whole to the client. Integration activities may span a continuum ranging from communication to coordination to co-management to co-location to the fully integrated, person-centered health care home.

ii) To insure appropriate coordination of services to enrolled individuals, AGENCY shall collaborate with allied agencies in the local service area, including but not limited to primary care clinics, housing authorities, chemical dependency agencies, juvenile justice, school districts, and Department of Human Resources, Child Welfare programs. AGENCY will make every effort to obtain a signed Release of Information at the onset of treatment, notifying the service partner in writing of preliminary diagnosis and prescribed medications, notifying of any major changes or medical complications that occurred during the course of treatment and notifying upon termination of treatment.

iii) AGENCY shall coordinate with COUNTY on referral of clients to specialty behavioral health services or to a higher intensity of service. Specifically:

(1) AGENCY shall coordinate with COUNTY on both admission and discharge of clients to psychiatric acute care or sub-acute psychiatric care. AGENCY shall coordinate with COUNTY and the acute or sub-acute care provider on discharge planning and the development of community resources to aid in the timely discharge and community placement of the client. AGENCY shall assure an appointment with an appropriate provider within seven (7) days of discharge from acute care, sub-acute care or psychiatric residential treatment care.

(2) AGENCY shall coordinate with COUNTY on referral of clients to crisis respite services, particularly as those services are used to divert the admission of the client to acute care.

(3) AGENCY shall refer clients for a Level of Service Intensity Determination Screening when a higher intensity of service appears warranted.

(4) AGENCY shall coordinate with COUNTY to obtain Long Term Care Determination for appropriate clients.

d. Crisis Response

AGENCY will be responsible for twenty-four hour, seven days a week crisis response for their enrolled individuals. AGENCY shall establish and follow a system for appropriate and timely response to emergency needs of individuals. During the period of service, AGENCY shall respond to all enrolled client emergencies. "Emergency" shall mean the sudden onset of a mental health condition manifesting itself by acute symptoms and one or more of the following circumstances are present: (1) the client is in imminent or potential danger of harming himself or others as a result of an eligible condition; (2) the client shows symptoms, e.g., hallucinations, agitation, delusions, etc., resulting in impairment in judgment, functioning and/or impulse control severe enough to endanger his or her own welfare or that of another person; or (3) there is an immediate need for Services as a result of, or in conjunction with, a very serious situation such as an overdose, detoxification, potential suicide or violence. AGENCY will have a system of crisis response to individuals enrolled in their program. At a minimum, AGENCY will have a clinician available by phone for consultation at all times. This clinician shall be familiar with the case or shall have the ability to contact clinician(s) familiar with the case. AGENCY shall provide 24-hour, seven day per week telephone or face-to face crisis support coverage as outlined in OAR Chapter 309. Crisis services must include 24 hour, seven days per week capability to conduct, by or under the supervision of a QMHP, an assessment resulting in a Service Plan that includes the crisis services necessary to assist the individual and family to stabilize and transition to the appropriate level of care.

e. Standards of Care

COUNTY promotes resilience in and recovery of the clients it serves. COUNTY supports a system of care that promotes and sustains a client's recovery from a mental health condition by identifying and building upon the strengths and competencies within the person to assist them in achieving a meaningful life within their community. Consistent with these values, AGENCY shall:

i) Provide services in a manner that assures continuity and coordination of the health care services provided to each client;

ii) Accept clients for treatment on the same basis that AGENCY accepts other clients and render services to clients in the same manner as provided to AGENCY's other clients. AGENCY shall not discriminate against clients because of source of payment, race, ethnicity, gender, gender identity, gender presentation, sexual orientation, national origin, ancestry, religion, creed, marital status, familial status, age, except when program eligibility is restricted to children, adults or older adults, source of income, disability and diagnosis;

iii) Provide clients with access to services without undue delay and as soon as necessary in light of the member's mental health condition. AGENCY shall comply with access standards as set forth in OAR 410-141-3220 "Accessibility";

iv) Conduct its practice and treat all clients using that degree of care, skill and diligence which is used by ordinarily careful providers in the same or similar circumstances in the provider's community or a similar community (see ORS 677.095);

v) Ensure that clients are served in the most normative, least restrictive, least intrusive and most cost effective level of care appropriate to their diagnosis and current symptoms, degree of impairment, level of functioning, treatment history, and extent of family and community supports;

vi) Advise or advocate on behalf of clients in regard to treatment options, without restraint from COUNTY;

vii) AGENCY shall employ a system of internal review to evaluate the care being provided within the agency, to modify service plans, adjust level of care being provided and consider duration of treatment. AGENCY will have a system of internal utilization management to assure that services are provided within the authorization maximum dollar amount, when applicable;

viii) AGENCY shall have written policies and procedures related to consumer complaints as referenced in OAR Chapter 309; and

ix) Agency shall notify COUNTY immediately in writing regarding issues related to access to care or any other potential violation of the requirements in the Scope of Work.

4. Encounter Submissions

a. Usual and Customary Charges
AGENCY shall bill COUNTY according to their Usual and Customary fee schedule. AGENCY shall base their Usual and Customary charges on a cost study that is updated annually.

b. Compensation
AGENCY shall be reimbursed at the COUNTY reimbursement rates in effect as of the date of service or billed charges, whichever is less.

c. Third Party Resources and Coordination of Benefits
AGENCY shall bill and collect from liable third party resources prior to billing COUNTY. If both the third party resource and COUNTY reimburse AGENCY for the same service, COUNTY shall be entitled to a refund for the exact amount of duplicate payment received by AGENCY.

AGENCY shall be responsible for maintaining records in such a manner so as to ensure that all moneys collected from third-party resources on behalf of clients may be identified and reported to COUNTY on an individual client basis. AGENCY shall make these records available for audit and review consistent with the provisions upon request.

If AGENCY has knowledge that a client has third-party health insurance or health benefits, or that either client or AGENCY is entitled to payment by a third party, AGENCY shall immediately so advise COUNTY.

Pursuant to OAR 410-141-3160, "Integration and Care Coordination", COUNTY reserves the right to coordinate benefits with other health plans, insurance carriers, and government agencies. COUNTY may release medical information to such other parties as necessary to accomplish the coordination of benefits in conformity with the Health Insurance Portability and Accountability Act (HIPAA) 45 CFR 164 and 42 CFR Part 2. Coordination of benefits shall not result in compensation in excess of the amount determined by this agreement, except where State laws or regulations require the contrary.

d. Encounter Data
AGENCY shall submit to COUNTY accurate and complete encounter data in the form of a CMS 1500 claim form for each contact with a client. To encounter data and receive payment, when applicable, AGENCY shall submit a CMS 1500 claim form to COUNTY's Third Party Administrator, Performance Health Technology Ltd (PH Tech). AGENCY shall use its best efforts to supply encounter data once a month, and shall in all cases, supply encounter data no later than 120 calendar days after a contact with a client in accordance with OAR 410-141-3420, "Billing and Payment". Each encounter claim shall include such information as required in the Health Share of Oregon/Clackamas Risk Accepting Entity Participation Agreement and meet specifications as a Valid Claim. AGENCY shall use the most current DSM Multi-Axial Classification System. DSM codes shall be reported at the highest level of specificity.
Claims may be submitted to PH Tech in either paper or electronic format.

PH Tech shall pay AGENCY on behalf of COUNTY, by the 45th business day after a valid claims received, fee-for-service payments as specified in section 1 above. COUNTY shall have no obligation to make payment to AGENCY if AGENCY fails to obtain a valid authorization to provide services, fails to verify eligibility for Covered Services and the individual is not an eligible client on the date of service, if the services provided are not Covered Services, or if AGENCY fails to submit fee-for-service bills within 120 calendar days of the date of service. The timely filing requirement is extended to 12 months when there is a Third Party Resource as the primary payer and to 12 months when Medicare is primary. To be considered for payment, claims resubmission requests submitted by AGENCY must be received by PH Tech within 120 days of the date of the first denial.

e. Non-Covered Services
AGENCY shall follow OAR 410-141-3420, "Billing and Payment"", when submitting fee-for-service claims for services provided to OHP Members that are not Covered Services.

f. Payment in Full
Except as expressly provided below, payments to AGENCY made by COUNTY for services provided under the terms of this agreement shall constitute payment in full. OAR 410-141-3420, "Billing and Payment", AGENCY shall not bill, charge, seek compensation, remuneration or reimbursement from, or have any recourse against OHA or any client for services contracted hereunder, either during the term of this agreement or at any time later, even if COUNTY becomes insolvent. This provision shall not prohibit collection for non-covered services that may be the responsibility of the client or any permitted co-pays, co-insurance, deductibles or any other cost sharing, if any and as applicable. AGENCY may bill and collect separately for those costs which are lawfully the responsibility of the client. When combined with all sources of payment, COUNTY's payment to AGENCY shall not exceed the reimbursement amount in effect as of the date of service.

g. Overpayments
Any payments made by COUNTY to which AGENCY is not entitled under the terms of this agreement shall be considered an overpayment and shall be refunded by AGENCY within thirty (30) calendar days of the discovery, in accordance with OAR-410-120-1280, "Billing" and OAR 410-120-1397, "Recovery of Overpayments to Providers – Recoupments and Refunds". AGENCY must not seek

payment from clients for any covered services, except any coinsurance, co-payments, and deductibles expressly authorized by OAR-410-120 or OAR-410-141. A client cannot be billed for services or treatment that have been denied due to provider error (e.g. required documentation not submitted, prior authorization not obtained, non-covered diagnosis, etc.).

5. Staff Standards

COUNTY delegates to AGENCY the credentialing and re-credentialing of employed and contracted staff, volunteers and interns who provide and/or oversee services to clients under this agreement. Pursuant to OAR 410-141-3120 "Operations and Provision of Health Services", AGENCY must, at a minimum, obtain and verify documents that provide evidence of primary source verification of credentials as follows:

1. Appropriate education and academic degrees, as required;

2. Licenses or certificates, as required;

3. Relevant work history or qualifications, as required;

4. Completion of a successful criminal history records check through the Oregon Law Enforcement Data System and compliant with ORS chapter 181 and OAR 407-007-0000 through 407-007-0370;

5. Positive clearance by the National Practitioner Data Bank;

6. Positive clearance through the General Services Administration System for Award Management (SAM) at time of hire and monthly thereafter; and

7. Positive clearance through the Office of Inspector General's List of Excluded Individuals/Entities at time of hire and monthly thereafter.

AGENCY shall not permit any person to provide services under this agreement if that person is listed on the non-procurement portion of the General Service Administration's SAM in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (2 CFR Part 180).

In addition, AGENCY shall not permit any person to provide services under this agreement who has been terminated from the Division of Medical Assistance Program or excluded as Medicare/Medicaid providers by the Centers for Medicare and Medicaid Services or who are subject to exclusion for any lawful conviction by a court for which the provider could be excluded under 42 CFR 1001.101 "Program Integrity – Medicare and State Health Care Programs Subpart B". AGENCY may not submit claims for services provided after the date of such exclusion, conviction or termination.

AGENCY assures that all AGENCY employees and independent AGENCYs providing direct service under this agreement will work within the scope of their credentials and any applicable licensure or registration, or criteria for certification if not required to be licensed or registered pursuant to OAR 410-141-3120. AGENCY shall not allow services to be provided by an employee or independent AGENCY who does not have a valid license or certification required by state or federal law.

AGENCY ensures that all personnel providing services to clients under this agreement are properly trained and qualified to render the services they provide. AGENCY shall arrange for continuing education of personnel rendering services under this agreement as necessary to maintain such competence and satisfy all applicable licensing, certification or other regulatory requirements.

COUNTY reserves the right to review, upon reasonable notice and at AGENCY's site, the actual documents describing the credentials of AGENCY's employees and independent AGENCYs for purposes of verification.

6. Recordkeeping

a. Clinical Records, Access and Confidentiality

Clinical Records. AGENCY shall ensure maintenance of recordkeeping consistent with OAR 410-141-3180, "Record Keeping and Use of Health Information Technology." The clinical record shall fully document the mental condition of the client and the services received by the client under this agreement. All clinical records relevant to this agreement shall be retained for at least seven (7) years after the date of clinical services for which claims are made, encounters reported, final payment is made, or all pending matters are closed, whichever time period is longer. If an audit, litigation, research and evaluation, or other action involving the records is started before the end of the seven-year-period, the records must be retained until all issues arising out of the action are resolved or until the end of the seven-year-period, whichever is later.

Government Access to Records. At all reasonable times, AGENCY and its subcontractors shall provide the Center for Medicare and Medicaid Services (CMS), the Comptroller General of the United States, the Oregon Secretary of State, the Oregon Department of Justice Medicaid Fraud Unit, Oregon Department of Human Services Office of Payment Accuracy and Recovery, OHA, COUNTY and all their duly authorized representatives the right of access to AGENCY's financial (including all accompanying billing records), clinical/medical, and personnel records that are directly pertinent to this agreement in order to monitor and evaluate cost, performance, compliance, quality, appropriateness and timeliness of services provided, and the capacity of AGENCY to bear the risk of potential financial losses. These records shall be made available for the purpose of making audit, examination, excerpts and transcriptions. AGENCY shall, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit.

Confidentiality and Privacy of Records. The confidentiality of information concerning clients is subject to State and Federal guidelines, including but not limited to State (ORS 179.505 through 179.507, ORS 192.502, ORS 411.320, ORS 433.045(3)) and Federal (42 CFR Part 2, 42 CFR Part 431, Subpart F, 45 CFR 205.50) confidentiality laws and regulations. AGENCY and COUNTY shall not use, release, or disclose any information regarding a client for any purpose not directly connected with the administration of this agreement or under Title XIX of the Social Security Act, except with the written consent of the client or, if appropriate, the client's parent or guardian, or unless otherwise authorized by law. AGENCY shall ensure that its agents, employees, officers and subcontractors with access to client records understand and comply with this confidentiality provision.

Release of Information. AGENCY shall assure that COUNTY and any other cooperating health service providers have access to the applicable contents of the client's clinical record when necessary for use in the diagnosis or treatment of the client, to the extent such access is permitted by law. AGENCY shall release mental health service information requested by COUNTY or a provider involved in the care of a client within ten (10) business days of receiving a signed release. Except as provided in ORS 179.505(9), AGENCY shall provide the client or the client's legal guardian access to client's record and provide copies within ten (10) business days of any request for copies.

External Review. AGENCY shall cooperate with OHA by providing access to records and facilities for the purpose of an annual external, independent professional review of the quality outcomes and timeliness of, and access to, services under this agreement in accordance with 42 USC Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2); and 42 CFR 457.950(a)(3).

Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving OHP assistance and shall furnish such information to any State or federal agency responsible for administering the OHP program regarding any payments claimed by such person or institution for providing OHP Services as the State or federal agency may from time to time request. 42 USC Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2); and 42 CFR 457.950(a)(3).

b. Financial Records
AGENCY shall establish and maintain policies and procedures related to financial management and financial records consistent with Generally Accepted Accounting Principles. AGENCY shall make such policies and procedures available to COUNTY upon request.

AGENCY shall maintain up-to-date accounting records that accurately reflect all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with Generally Accepted Accounting Principles and Oregon Administrative Rules. AGENCY shall make reports and fiscal data generated under and for this agreement available to COUNTY upon request.

COUNTY shall conduct a fiscal compliance review of AGENCY as part of compliance monitoring of this agreement. AGENCY agrees to provide, upon reasonable notice, access to all financial books, documents, papers and records of AGENCY which are pertinent to this agreement to ensure appropriate expenditure of funds under this agreement. COUNTY shall monitor compliance with COUNTY's financial reporting and accounting requirements.

AGENCY may be subject to audit requirements. AGENCY agrees that audits must be conducted by Certified Public Accountants who satisfy the Independence requirement outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct), the Oregon State Board of Accountancy OAR 801-030-0005, the independence rules contained within Governmental Auditing Standards (2011 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over AGENCY.

AGENCY shall establish and maintain systematic written procedures to assure timely and appropriate resolution of review or audit findings and recommendations. AGENCY shall make such procedures and documentation of resolution of audit findings available to COUNTY upon request.

Limited Scope and Full Audits shall be completed within nine (9) months of the close of AGENCY's fiscal year. Audit reports, including the Management Letter associated with the audit shall be submitted to COUNTY within two weeks from the date of the report. Failure to submit required audit reports and Management Letters shall be cause for withholding of contract payment until audits are submitted.

7. Reporting

a. Abuse Reporting
AGENCY shall comply with all processes and procedures of child abuse (ORS 419B.005 – 419B.050), mentally ill and developmentally disabled abuse (ORS 430.731 – 430.768 and OAR 943-045-0250 through 943-045-0370) and elder abuse reporting laws (ORS 124.050 – 124.092) as if AGENCY were a mandatory abuse reporter. If AGENCY is not a mandatory reporter by statute, these reporting requirements shall apply during work hours only. AGENCY shall immediately report to the proper State or law enforcement agency circumstances (and provide such other documentation as may be relevant) supporting reasonable cause to believe that any person has abused a child, a mentally ill or developmentally disabled adult or an elderly person, or that any such person has been abused.

b. Behavioral Health Electronic Data System
AGENCY shall participate in the Oregon Health Authority (OHA)'s Enhanced Data Capture for all clients receiving Covered Services under this agreement. AGENCY shall submit all data to OHA via formats approved by OHA. AGENCY shall submit data in accordance with OHA timelines.

c. Delivery System Network (DSN) Provider Capacity Report
AGENCY shall submit a DSN Provider Capacity report to COUNTY within thirty (30) days of the effective date of this agreement, identifying all staff and independent AGENCYs who will provide services to clients under this agreement. In addition, the DSN Provider Capacity Report shall be updated and resubmitted monthly to COUNTY.

d. Access to Care
AGENCY shall submit the online regional access report to COUNTY in the prescribed format by the 15th of the month following services delivered.

e. Critical Incidents
AGENCY shall report all critical incidents. A critical incident is an unexpected occurrence that occurs on the premises of a program, or one that involves program staff and/or a service delivery activity which results in: death or serious physical or psychological injury, or the risk thereof; clear and present risk to public safety; major illness or accident; act of physical aggression; any other unusual incident that presents a risk to health and safety. Critical incidents also include the death of any clients.,

8. Monitoring

a. Agreement Compliance Monitoring
COUNTY and OHA shall conduct agreement compliance and quality assurance monitoring related to this agreement. AGENCY shall cooperate with COUNTY and OHA in such monitoring. COUNTY shall provide AGENCY twenty (20) business days written notice of any agreement compliance and quality assurance monitoring activity that requires any action or cooperation by AGENCY. Notice of monitoring shall include the date the monitoring shall occur, names of individuals conducting the monitoring, and instructions and requests for information.

Should AGENCY found to be out of compliance with any requirement of this agreement, the following actions may be taken by COUNTY until the issue is resolved:

(i) Request a conference of the parties to determine the need for technical assistance

(ii) Require a corrective action plan

(iii) Disallow referral of new clients to AGENCY

(iv) Put AGENCY on probationary status and suspend billing authority

Should the issue remain unresolved, COUNTY may consider AGENCY in breach and may terminate this agreement.

b. External Quality Review
AGENCY agrees to participate with COUNTY in any evaluation project or performance report as designed by COUNTY or applicable State or Federal agency. AGENCY shall make all information required by any such evaluation project or process available to COUNTY or COUNTY's designee within thirty (30) business days of request.

9. Fraud and Abuse

AGENCY shall comply with, and as indicated, cause all employees and subcontractors to comply with, the following requirements related to fraud and abuse. All elements of this Fraud and Abuse exhibit apply to services provided to uninsured, indigent individuals with the exception of reports to the Medicaid Fraud Control Unit (MFCU) which do not apply to indigent services.

a. General
AGENCY, its employees and subcontractors shall comply with all provisions of the False Claims Act established under sections 3729 through 3733 of title 31, United States Code, administrative remedies for false claims and statements established under chapter 38 of title 31, United States Code, any Oregon laws pertaining to civil or criminal penalties for false claims and statements, and whistleblower protections under such laws, with respect to the role of such laws in preventing and detecting fraud, waste, and abuse in Federal health care programs (as defined in 42 USC 1320a-7b).

AGENCY, its employees and subcontractors shall comply with Oregon laws pertaining to false claims including the following: ORS 411.670 to 411.690 (submitting wrongful claim or payment prohibited; liability of person wrongfully receiving payment; amount of recovery); ORS 646.505 to 646.656 (unlawful trade practices); ORS chapter 162 (crimes related to perjury, false swearing and unsworn falsification); ORS chapter 164 (crimes related to theft); ORS chapter 165 (crimes involving fraud or deception), including but not limited to ORS 165.080 (falsification of business records) and ORS 165.690 to 165.698 (false claims for health care payments); ORS 659A.199 to 659A.224 (whistle blowing); OAR 410-120-1395 to 410-120-1510 (program integrity, sanctions, fraud and abuse); and common law claims founded in fraud, including Fraud, Money Paid by Mistake and Money Paid by False Pretenses.

AGENCY shall include information in its employee handbooks or other appropriate documents on laws described above, regarding the rights of employees to be protected as whistleblowers.

AGENCY shall further have policies and procedures for detecting and preventing fraud, waste and abuse that shall, at a minimum, include a process for monitoring and auditing files, claims and staff performance.

Entities receiving $5 million or more annually (under this contract and any other OHP contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and Abuse policies and procedures and inform employees, AGENCYs and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 USC § 1396a(a)(68).

Certify when submitting any claim for the provision of OHP services that the information submitted is true, accurate and complete. AGENCY shall acknowledge AGENCY's understanding that payment of the claim will be from Federal and State funds and that any falsification or concealment of a material fact may be prosecuted under Federal and State laws.

b. Fraudulent Billing and False Claims
AGENCY will report verified and suspected cases of fraud and abuse to the Medicaid Fraud Control Unit (MFCU) and COUNTY within five (5) business day of discovery.

If it is determined that services billed by AGENCY were fraudulently billed, or that a false claim was submitted, or that an instance of abuse has occurred, the following disciplinary actions may be taken by COUNTY:

(i) If abuse is determined, consider restitution of funds based on the severity of the abuse identified.

(ii) If fraud is determined or a false claim verified, require restitution of funds.

(iii) If the action identified is determined to be non-intentional, require a corrective action plan

(iv) Put AGENCY on probationary status and suspend billing authority until the issue is resolved

(v) Termination of this agreement

COUNTY shall promptly refer all verified cases of Medicaid fraud and abuse to the MFCU, consistent with the Memorandum of Understanding between the State of Oregon Department of Human Services and the MFCU. COUNTY shall also refer cases of suspected Medicaid fraud and abuse to the MFCU prior to verification.

Participation of Suspended or Excluded Providers
AGENCY shall ensure that Covered Services may not be provided to clients by the following persons (or their affiliates as defined in the Federal Requisition Regulations):

(i) Persons who are currently suspended, debarred or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issues pursuant to Executive Order 12549 or under guidelines implementing such order; and

(ii) Persons who are currently excluded from Medicaid participation under section 1128 or section 1128A of the Act; and

(iii) Persons who are currently excluded from providing services under the Oregon Medical Assistance Program.

c. Examples of fraud and abuse that support referral to the MFCU and COUNTY
AGENCY who consistently demonstrates a pattern of intentionally reporting encounters or services that did not occur. A pattern would be evident in any case where 20% or more of sampled or audited services are not supported by documentation in the clinical records. This would include any suspected case where it appears that the provider knowingly or intentionally did not deliver the service or goods billed;

AGENCY who consistently demonstrates a pattern of intentionally reporting overstated or up coded levels of service. A pattern would be evident by 20% or more of sampled or audited services that are billed at a higher-level procedure code than is documented in the clinical records;

Any suspected case where the AGENCY intentionally or recklessly billed COUNTY more than the usual charge to non-Medicaid recipients or other insurance programs;

Any suspected case where the AGENCY purposefully altered, falsified, or destroyed clinical record documentation for the purpose of artificially inflating or obscuring his or her compliance rating or collecting Medicaid payments otherwise not due. This includes any deliberate misrepresentation or omission of fact that is material to the determination of benefits payable or services which are covered or should be rendered, including dates of service, charges or reimbursements from other sources, or the identity of the client or provider;

Providers who intentionally or recklessly make false statements about the credentials of persons rendering care to clients;

Providers who knowingly charge clients for services that are covered services or intentionally balance-bill a client the difference between the total fee-for-service charge and COUNTY"s payment to the AGENCY, in violation of OHA rules.

d. Reporting suspected and verified cases of fraud or abuse
When a verified case of fraud or abuse exists, AGENCY will report the following information to the MFCU and COUNTY within five (5) business day of discovery of the suspected activity:

(i) Provider Name, Oregon Medicaid Provider Number, address and phone

(ii) Type of provider

(iii) Source and nature of complaint

(iv) The approximate range of dollars involved

(v) The disposition of the complaint when known

(vi) Number of complaints for the time period.

Contact Information
Report to: Medicaid Fraud Control Unit (MFCU)
Phone: (971)673-1880
Fax: (971)673-1890
Address: 1515 SW 5th Ave., Suite 410, Portland, OR 97201

Contact Information
Report to: Clackamas Behavioral Health Division
Contact: Compliance Officer
Phone: (503)742-5335
Fax: (503)742-5304
Address: 2051 Kaen Road, Suite 154, Oregon City, OR 97045

10. Compliance with Applicable Law

AGENCY shall comply and, as indicated, cause all employees and subcontractors to comply with the following Federal requirements. For purposes of this agreement, all references to Federal and State laws are references to Federal and State laws as they may be amended from time to time.

a. Miscellaneous Federal Provisions
AGENCY shall comply and cause all subcontractors to comply with all federal laws, regulations and executive orders applicable to this contract or to the delivery of work. Without limiting the generality of the foregoing, AGENCY expressly agrees to comply and cause all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to this contract: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) 45 CFR Part 84 which implements , Title V, Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal law governing operation of CMHPs, including without limitation, all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this contract and required by law to be so incorporated. No federal funds may be used to provide work in violation of 42 USC 14402.

b. Equal Employment Opportunity
If this contract, including amendments, is for more than $10,000, then AGENCY shall comply and cause all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

c. Non-Discrimination
AGENCY shall comply with all federal and State laws and regulations including Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (regarding education programs and activities) the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA) of 1990, and all amendments to those acts and all regulations promulgated thereunder. AGENCY shall also comply with all applicable requirements of State civil rights and rehabilitation statutes and rules.

AGENCY shall comply with and cause its subcontractors to comply with the integration mandate in 28 CFR 35.130(d), Title II of the Americans with Disabilities Act and its implementing regulations published in the Code of Federal Regulations.

d. Advance Directives
AGENCY shall provide adult clients with written information on Advance Directive policies and include a description of Oregon law. The written information provided by AGENCY must reflect changes in Oregon law as soon as possible, but no later than 90 days after the effective date of any change to Oregon law. AGENCY must also provide written information to adult clients with respect to the following:

(i) Their rights under Oregon law;

(ii) AGENCY's policies respecting the implementation of those rights, including a statement of any limitation regarding the implementation of Advance Directives as a matter of conscience.

(iii) AGENCY must inform clients that complaints concerning noncompliance with the Advance Directive requirements may be filed with OHA.

e. Drug Free Workplace
AGENCY shall maintain and cause all subcontractors to maintain a drug-free workplace and shall notify employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in AGENCY's workplace. AGENCY shall establish a drug-free awareness program and provide each employee to be engaged in the provision of services under this agreement with information about its drug-free workplace program. AGENCY will further comply with additional applicable provisions of the Health Share of Oregon Core Contract.

f. Clinical Laboratory Improvement
If applicable to Scope of Work, AGENCY shall and shall ensure that any Laboratories used by AGENCY shall comply with the Clinical Laboratory Improvement Amendments (CLIA 1988), 42 CFR Part 493 Laboratory Requirements and ORS 438 (Clinical Laboratories, which require that all laboratory testing sites providing services under this agreement shall have either a Clinical Laboratory Improvement Amendments (CLIA) certificate of waiver or a certificate of registration along with a CLIA identification number. Those Laboratories with certificates of waiver will provide only the eight types of tests permitted under the terms of their waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.

g. Clean Air, Clean Water, EPA Regulations
If this agreement, including amendments, exceeds $100,000 then AGENCY shall comply and cause all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, DHHS and the appropriate Regional Office of the Environmental Protection Agency. AGENCY shall include and cause all subcontractors to include in all contracts with subcontractors receiving more than $100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

h. Energy Efficiency
AGENCY shall comply and cause all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201 et seq. (Pub. L. 94-163).

i. Resource Conservation and Recovery
AGENCY shall comply and cause all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

i. Audits
AGENCY shall comply and, if applicable, cause a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."

j. Truth in Lobbying
AGENCY certifies, to the best of the AGENCY's knowledge and belief that:

(i) No federal appropriated funds have been paid or will be paid, by or on behalf of AGENCY, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

(ii) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, AGENCY shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(iii) AGENCY shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients and subcontractors shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this agreement imposed by Section 1352, Title 31, of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

k. Conflict of Interest Safeguards
AGENCY and its subcontractors shall have in effect safeguards, including, but not limited to, policies and procedures against conflict of interest with any State of Oregon Department of Human Services employees or other agents of the State who have responsibilities relating to this agreement. These safeguards must be at least as effective as the safeguards specified in Section 27 of the Office of Federal Procurement Policy Act (41 USC 423) and must include safeguards to avoid conflicts that could be prohibited under 18 USC 207 or 208 if the Department of Human Services employee or agent was an officer or employee of the United States Government. For purposes of implementing policies and procedures required in this section, AGENCY shall apply the definitions in the State Public Ethics

Law as if they applied to AGENCY for "Actual conflict of interest,: ORS 244.020(1), "potential conflict of interest," ORS 244.020(14), and "client of household," ORS 244.020(12).

AGENCY shall not offer to any DHS or OHA employee (or any relative or member of their household) any gift or gifts with an aggregate value in excess of $50 during a calendar year or any gift of payment of expenses for entertainment. "Gift" for this purpose has the meaning defined in ORS 244.020(6) and OAR 199-005-0001 to 199-005-0035.

"AGENCY" for purposes of this section includes all AGENCY's affiliates, assignees, subsidiaries, parent companies, successors and transferees, and persons under common control with the AGENCY; any officers, directors, partners, agents and employees of such person; and all others acting or claiming to act on their behalf or in concert with them.

AGENCY shall apply the definitions in the State Public Ethics Law, ORS 244.020, for "actual conflict of interest", "potential conflict of interest", "relative" and "member of household".

l. HIPAA Compliance

The parties acknowledge and agree that each of OHA and AGENCY is a "covered entity" for purposes of privacy and security provisions of the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). OHA and AGENCY shall comply with HIPAA to the extent that any work or obligations of OHA arising under this agreement are covered by HIPAA.

AGENCY shall develop and implement such policies and procedures for maintaining the privacy and security of records and authorizing the use and disclosure of records required to comply with this agreement and with HIPAA. AGENCY shall comply and cause all subcontractors to comply with HIPAA and all the HIPAA provisions listed in the Health Share of Oregon Core Contract.

HIPAA Information Security. AGENCY shall adopt and employ reasonable administrative and physical safeguards consistent with the Security Rules in 45 CFR Part 164 to ensure that Member Information shall be used by or disclosed only to the extent necessary for the permitted use or disclosure and consistent with applicable State and federal laws and the terms and conditions of this agreement. Security incidents involving Member Information must be immediately reported to DHS' Privacy Officer.

ATTACHMENT 1

INVOICE

Date: _____

Program: ACT

LifeWorks
14600 NW Cornell Road
Portland, OR
97229
Phone: (503) 645-3581

To: Clackamas County Behavioral Health Division
Attention: Accounts Payable
2051 Kaen Road, # 154
Oregon City, Oregon 97045
Direct Line: (503)742-5324
Fax: (503)742-5304

Contract # 7220

Month Service Provided
Month-Year

DATES OF SERVICE	SERVICE DESCRIPTION	LINE TOTAL
		$

FOR COUNTY USE ONLY

Check Handling	☐ Mail	☐ RTD	☐ Attachment		
Amount	Fund	Org	Program	GL Acct	Project #
	241	4331	03530		
	Total Payment				

Mgr Approval: _____

Please return to A/P, PSB 154